

RFP For Energy Performance Contracting Services

Attachment H: Financing Bid Package

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REQUEST FOR PROPOSAL

RFP REFERENCE: Customer Name

RFP DATE: Date

RFP CLOSING DATE: Date

ESCO - CONTACT: Name, Address, Phone, Fax, E-mail

NOTICE TO FIRMS

Invitations are extended for proposals using the attached proposal format

SCOPE OF REQUEST: Provide pursuant to a tax-exempt lease purchase agreement with Customer financing for energy and water savings measures for those certain facilities located at the Customer's campus.

PROPERLY COMPLETED RESPONSES WILL INCLUDE:

1. A SIGNED AND DATED PROPOSAL LETTER IN THE FORMAT INCLUDED
2. A SIGNED AND COMPLETED SIGNATURE SHEET
3. A SCHEDULE OF PAYMENTS AND AMORTIZATION SCHEDULE INCLUDING ANY PURCHASE OPTIONS
4. ESCROW INFORMATION (CONTACT, ESCROW AGREEMENT AND LIST OF ALL FEES)

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PROPOSAL INFORMATION

SPECIFIC TERMS

LESSEE:	Board of Customer
LESSOR:	The Provider of the Financing or a Mutually Agreeable Nominal Lessor
CONTRACT:	A Model Lease Contract between Lessor and the Customer. Each firm is required to provide a lease contract. The selected ESCO will submit a lease-purchase agreement that meets Colorado State Statutes and is approved by Colorado Bond Counsel.
SECURITY:	The Lessor will be secured by the Customer's obligation to pay the lease payments, which are subject to annual appropriations and by a security interest in the equipment purchased for the energy and water savings measures to be installed by ESCO, which can be salvaged without damage to the facility to which such equipment is attached.
INTEREST RATE:	A fixed rate of interest for the term of the financing. The proposal should include the relevant index and spread along with the period of time the proposed fixed interest is committed
PREPAYMENT:	The final tax-exempt lease purchase agreement shall include certain prepayment provisions pursuant to a schedule to be agreed to by the parties
ASSIGNMENT:	The Lessor may assign its rights to receive lease payments and its security interest in the equipment installed pursuant to the energy performance contract but only with the advance written consent of the Customer. Each assignment must specifically mention the Customer's rights regarding prepayment.
AMENDMENT:	The Customer reserves the right to amend the Model Lease Contract that is entered into pursuant to this Request for Proposal. Any such amendment will be in writing and subject to the mutual consent of both parties.
COST:	The proposal should identify specifically all costs associated with the transaction, if any, that would be an obligation of the Customer as either a direct payment or as additional project costs for purpose of determining the funded lease amount and/or ongoing lease payment obligation. these costs must be all-inclusive and

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may include commitment fees, legal counsel, trustee fees and any other costs. The Lease Agreement does not require the **Customer** to pay any supplemental financing costs, either direct (upfront) or as an addition to the project cost.

REQUIREMENT OF ESCO: The proposal shall identify specifically any requirements to be imposed upon ESCO as a result of this financing.

REQUIREMENT OF LENDER: The Lessee will agree that Lessor will bear the risk of loss if the equipment is damaged or destroyed, and to pay lease payments from funds available for that purpose, when and if appropriated by the State Legislature.

CONDITIONS TO PROPOSAL

COST OF PREPARING PROPOSAL: The cost of developing and submitting the proposal is entirely the responsibility of the firms submitting a response to this Request for Proposal. This includes, but is not limited to, costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request for Proposal.

NO ORAL OR IMPLIED CONTRACTS: There shall be no oral or implied contracts relating this Request for Proposal.

ACCEPTANCE OR REJECTION: The **Customer** reserves the right to select, accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request for Proposal; and establish financing at any time.

CONTRACT: The successful firm will be required to enter into a tax-exempt lease purchase agreement with the **Customer**.

The tax-exempt lease purchase agreement shall be substantially in the form set forth on Attachment A (Model Lease Contract). Each firm is required to provide comments and specific alternate language for those items in the Model Lease Contract from which the firm wishes to deviate.

CONTRACT DOCUMENTS: This Request for Proposal and any amendments and the response and any amendments of the successful firm shall become a part of

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the written contract, which shall compose of the complete understanding of the parties.

In the event a conflict in terms of language among the documents, the following order of precedence shall govern:

1. written modifications to the executed contract;
2. tax-exempt lease purchase agreement signed by the parties;
3. this Request for Proposal, including any and all addenda

CONTRACT FORMATION: No contract shall be considered to have been entered into by the **Customer** until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful firm.

OPEN RECORDS ACT: All proposals become the property of the **Customer**. State statute requires all information contained the proposals become open for public review once a contract is signed or all proposals are rejected.

SUBMISSION OF PROPOSALS: A copy of the firm's proposal shall be received on or before **Time, Date**, addressed as follows:

Name, Address

Responses via email or facsimile will be accepted provided that such response includes all of the requisite information.

Proposals received prior to the closing date shall be kept secured until closing. The **Customer** shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date.

SIGNATURE OF PROPOSALS: Each proposal shall give the complete mailing address of the firm and be signed by an authorized representative with his or her name and legal title typed below the signature line.

**ACKNOWLEDGEMENT OF
ADDENDA:**

All firms shall acknowledge receipt of any addenda to this Request for Proposal by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the firm's social security number or Federal Employer Identification Number.

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MODIFICATION OF PROPOSAL: A firm may modify a proposal by written notification at any time prior to the closing date. Any modifications received after the closing date shall not be accepted.

WITHDRAWAL OF PROPOSAL: A proposal may be withdrawn on written request from the firm to the representative designed above.

PROPOSAL DISCLOSURES: At the time of closing, only the names of the firms who submitted proposals shall be made available to the public. No interest rate information will be released until there is an award and contract.

NOTICE OF AWARD: An award is made on the execution of the written contract by the all parties. Only the **Customer** is authorized to issue news releases relating to this Request for Proposal, its evaluation, award and/or performance of the tax-exempt lease financing.

PROHIBITION OF GRATUITIES: Neither the successful firm nor any person, firm or corporation employed by the successful firm in the performance of this contract shall offer or give any gift, money or anything of value or any promise of future award or compensation to any **Customer** employee at any time.

THIRD PARTY BENEFICIARIES: This Request for Proposal and resulting tax-exempt lease purchase agreement shall not be construed as providing an enforceable obligation to any third party.

NO LIABILITY: The **Customer** shall have no liability, obligation nor shall it be compelled to enter into any tax-exempt lease purchase agreement or any other financing arrangement as a result of issuing this Request for Proposal.

FINANCING PROPOSAL LETTER

PROPOSING FINANCING FIRMS: SUBMIT ON FIRM LETTERHEAD

Date

RE: *<Customer>*

<Lender> is pleased to submit the following financing proposal for the *<Customer>* energy and water savings conservation project. This proposal is being submitted in response to your request for proposals dated February ____, 2004.

I. LENDER INFORMATION

Lender Name:

Address:

Contact:

Telephone:

Fax:

Email:

Background: *<Lender Background -- Discuss experience in financing state projects and / or performance contracts, with attention given to experience in the state of Colorado, and what advantages your firm offers.>*

II. FINANCING STRUCTURE

Purpose: Finance the energy and water savings conservation projects to be engineered, designed, constructed and commissioned by ESCO for *<Customer>*.

Structure: Tax-exempt Lease Purchase arrangement using the Model Lease Contract distributed with this request for proposals.

Security: First lien on the equipment
Lessee appropriations

PROCEEDS: APPROXIMATELY \$_____ PLUS CAPITALIZED INTEREST FOR THE
_____ MONTH CONSTRUCTION PERIOD.

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Term: _____ months (____ months of construction plus 144 months of amortization period)

Payments: Quarterly in arrears.

Prepayment: List prepayment terms / conditions / penalty

Interest Rate: _____% (This is a non-bank qualified financing)

RATE WILL BE HELD UNTIL _____. AFTER THAT DATE, THE RATE WILL BE ADJUSTED AS FOLLOWS:
_____ (NAME AND SOURCE OF INDEX).

EXAMPLE: THIS RATE WILL BE HELD UNTIL _____. AFTER THAT DATE, THE RATE WILL FLOAT AT 75 BASIS POINTS OVER THE 10 YEAR TREASURY, CONSTANT MATURITY, AS PUBLISHED DAILY IN THE FEDERAL RESERVE BULLETIN STATISTICAL RELEASE H-15.

Closing Costs: \$_____ (if any)

Escrow Account Terms: Agent name and all costs associated with opening and maintaining the escrow, including any investment management fees, if any. (**Note: Please include a copy of the escrow agreement as part of the response documents**)

Documents: A redlined copy of the Model Lease Contract is included with this response and contains the edits that we require in order to execute the agreement.

Payment and Performance Bonds: We **do / do not** require to be named as dual obligee on the payment and performance bonds.

Other Conditions Of ESCO: _____

Credit Approval: The transaction **is / is not** subject to credit approval of the lender. (**Note: If the financing is not approved, please list requirements and time frame required for approval**)

Estimated Closing Date: Within 60 days of the award of the financing.

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Other Requirements or conditions:

III. Other Information

Please provide any other information that you would like to share regarding your firm's qualifications, references, contacts, etc.

Thank you for the opportunity to provide this proposal. If you have any questions or would like to discuss this proposal in further detail, please let us know.

Sincerely,

By: _____

Title: _____

Date: _____

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SIGNATURE SHEET

ITEM: Tax-exempt lease financing for <Customer's> energy and water conservation projects.

ENTITY: Board of <Customer>

We submit a proposal to furnish the financing for the term of the contract in accordance with the specifications and schedule of supplies. I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one, which a reasonable person would think would compromise the open competitive bid process.

ADDENDA: The undersign acknowledges receipt of the following addenda:

1. Proposal letter dated ____;
2. Model Lease Contract – Attachment A;
3. List of energy and water savings measures and the associated capital cost – Attachment B;

Legal Name of Person, Firm or Corporation: _____

Telephone: _____ Fax: _____

Email: _____

Mailing Address: _____

City & State: _____ Zip: _____

FEIN Number: _____

Please indicate taxes currently registered for in Colorado:

Corporate Income Tax [☐]; Sales Tax [☐]; Withholding Tax [☐]

Compensating Use Tax [☐]; None [☐]

The undersigned attests this bidder is not in arrears in taxes due the State of Colorado.

Signature: _____ Date: _____

Typed Name of Signature: _____ Title: _____

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

Address _____

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City & State_____ Zip Code_____

Telephone_____ Fax_____

Email_____

OVERVIEW OF FACILITY IMPROVEMENT PROJECTS

ESCO:

CONTRACTUAL
ARRANGEMENT:

Energy Performance Contract by and between ESCO and Board
of *<Customer>*

TOTAL INSTALLED COSTS:

\$_____, subject to adjustment based upon final
analysis by ESCO

FINANCED CAPITAL:

Approximately \$_____, which is the Total
Installed Costs plus capitalized interest for the _____ month
construction period

TERM:

_____ months (_____ months of construction plus _____ months
of amortization period)

PAYMENTS:

no more frequent than quarterly and such payment shall be in
arrears

PROJECTS:

Energy and Water Savings Measures including but not limited to:

- Item 1
- Item 2

A more detailed description of these measures is included with
this Request for Proposal along with an estimate of the capital
cost associated with each.

ANTICIPATED DRAW
SCHEDULE: